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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted Registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

  
District Sub-Register-II  
Alipore, South 24-Parganas  
18 MAY 2023

**SUPPLEMENTARY AGREEMENT**

**THIS SUPPLEMENTARY AGREEMENT** made this the 18<sup>th</sup> day of May, 2023 (Two thousand and twenty three) A.D..

**BETWEEN**

(1) **BIKASH KANTI DEY** (PAN- ACWPD8635Q) (Aadhaar No.9945 8002 6067) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 43D, Nabalia Para Road, Purba Barisha, P.O. Purba Barisha, P.S.Haridevpur, Kolkata-700008, (2) **SUBHAS KANTI DEY** (PAN- ADTPD4885A) (Aadhaar No.5202 3584 6574) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 6/71A, Bijoygarh, P.O. Jadavpur University, Kolkata-700032, in the state of West Bengal, (3) **BIMAL KANTI DEY** (PAN- CUWPD0825Q) (Aadhaar No.9770 3598 4968) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 109, Kalipada Mukherjee Road, P.O. Purba Barisha, P.S.Haridevpur, Kolkata-700008, (4) **MITA DEY** (PAN- DEXPD7419N) (Aadhaar No. 7977 2515 2506) wife of Late Bipul Kanti Dey, by faith-Hindu, by occupation- House-Hold-Works, by Nationality -Indian, and (5) **KOUSTAV DEY** ( PAN-EYLPD1372R) ( Aadhaar No .3417 7694 7944) , by faith- Hindu, by occupation- Business, by Nationality-Indian, both 4 & 5 residing at 109, Kalipada Mukherjee Road, P.O. Purba Barisha, P.S. Haridevpur, Kolkata-700008, in the State of West Bengal, hereinafter jointly and collectively called and referred to as "**THE FIRST PARTY/LAND OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of "**the ONE PART**" :

**A N D**

**M/S. RR DEVELOPER** (PAN – ABCFR6072L), a Partnership Firm, having its office at 676, Motilal Gupta Road, Post Office & Police Station - Haridevpur, Kolkata 700082, District : South 24-Parganas, in the State of West Bengal, **REPRESENTED** by its partners namely (1) **MR. RAJU**

**SHAW** (PAN DMQPS5756G) (Aadhaar No. 5895 5336 7609) son of Mr. Ashok Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 643, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal and (2) **MR. RAJU SHAW** (PAN AYBPS5973R) (Aadhaar No. 2798 2066 9560) son of Ramtirath Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 249A, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal, hereinafter called and referred to as the “**SECOND PARTY/ DEVELOPER**” (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors-in-office, executors, successors, administrators and assigns) of “**the OTHER PART**”

**WHEREAS** the First Party herein being the joint owners entered into a Development Agreement dated 17<sup>th</sup> March, 2022 with the second party for development of the below mentioned landed property and construction of a New Building or multi-storied building into and upon their land i.e. **ALL THAT** piece and parcel of total Bastu land, measuring more or less **2(two) Cottahs 7(seven) Chittaks**, together with <sup>1006 sq.</sup> brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being **K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R.



Behala, District: 24-Parganas (South), and the said Development Agreement was duly registered in the office of the D.S.R.-II, South 24-Parganas at Alipore vide Book No.I, Volume No.1602-2022, Page from 164147 to 164204, being No.160203600, for the year 2022, for the purpose of development and construction of a New Multi-Storied Building into and upon the said land of the owners, on several terms and conditions contemplated with respect to the respective benefits and interests of both the parties as set forth therein.

**AND WHEREAS** subsequently it transpire that due to some inadvertence the property under development, "the Postal Address" is inadvertently mentioned in the said Development Agreement as "K.M.C. Premises No.109, Kalipada Mukherjee Road, Kolkata- 700008" in place of correct, real and actual "**K.M.C. Premises No. 160, Kalipada Mukherjee Road, Kolkata-700008**" and hence, the property under Development should always be treated as "**K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**" and Postal Address is "109, Kalipada Mukherjee Road, Kolkata-700008",,

**AND WHEREAS** in pursuance of the said Development Agreement, the Developer/Second Party has undertaken development and construction of a New multi-storied Building into and upon the land of the Owners/First Party, containing an area of Bastu land, measuring more or less **2(two) Cottahs 7(seven) Chittaks**, together with brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, being actual "**K.M.C. Premises No. 160, Kalipada Mukherjee Road, Kolkata-700008**" (Postal Address being .109, Kalipada Mukherjee Road, Kolkata-

700008) Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South), at its own man power, technical knowledge, experience, costs and expenses and in lieu thereof, as per mutual understanding through discussion by and between the parties, the Developer/Second party initially at the time execution and registration of the Development Agreement, as detailed mentioned therein, and thereby agreed to give to the Owners/First party **ALL THAT** piece and parcel of (i) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the Ground Floor, Back side, (ii) Two self contained residential Flat measuring 420 Sq.ft. Built Up area each on the Second Floor, (iii) One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Third Floor, Back side of the proposed multi-storied Building as per sanction Building plan to be sanctioned by the Kolkata Municipal Corporation for construction of the said proposed new multi storied building at the aforesaid premises **TOGETHER WITH** undivided impartible proportionate share of land attributable to the First Schedule property herein below, together with all user and easement rights and all other common rights, benefits, privileges, amenities, facilities etc. on the common parts and service areas of the proposed multi-storied building towards **Owners' Allocation**, free of cost in lieu of their land to be provided by the Second Party/Developer herein, after construction and completion of the new multi-storied building at the said premises .

**AND WHEREAS** thereafter some disputes and misunderstanding arose over the issue of owners' Allocation as was particularly mentioned in the **SECOND SCHEDULE** of the aforesaid Development Agreement and pursuant to mutual discussion and understanding, the parties herein

mutually and amicably settled and/or re-arranged and/or modified the owners' allocation as mentioned in the **SECOND SCHEDULE** of the aforesaid original Registered Development Agreement dated 17<sup>th</sup> day of March, 2022, being Deed No.160203600 for the year 2022, the owners' Allocation was revised, changed and/or modified as "**ALL THAT** piece and parcel of (i) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the Ground Floor, Back side, (ii) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the First Floor, Back side (iii) One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Second Floor, Back side and (iv) One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Third Floor, Back side of the proposed multi-storied Building to be constructed as per sanction Building plan to be sanctioned by the Kolkata Municipal Corporation at **TOGETHER WITH** undivided impartible proportionate share of land of the said premises together with all user and easement rights and all other common rights, benefits, privileges, amenities, facilities etc. on the common parts and service areas of the proposed multi-storied Building" towards revised re-modified. re-arranged and/or changed **Owners' Allocation** in place of owners' Allocation, as mentioned in the

**AND WHEREAS** for the purpose of essential need for correction of K.M.C. Premises Number in the manner as described herein above as well as for the purpose of such modification and/or re-arrangement and/or changed Owners' Allocation in the manner stated above, the Owners/First party and the Second Party/ Developer herein jointly executed and registered a **Supplementary Agreement** dated 15.09.2022 which was duly registered in the office of the D.S.R.-II Alipore, South 24-Parganas and

recorded in Book No.1, Volume No. 1602-2022 , Page from 459513 to 459537 , Being No.2509 for the year 2022.

**AND WHEREAS** about eight months has already been elapsed from the date of execution and registration of the said Supplementary Agreement dated 15.09.2022, the land owners /First party now have further requested the Developer/Second party to further revise, modify, re-arrange and/or change the owners' Allocation as is particularly mentioned in the said Registered **SUPPLEMENTARY AGREEMENT** being Deed No..2509 for the year 2022 and pursuant to further thorough mutual discussion and understanding , the parties herein have further decided and agreed for such revision, re-arrangement and/or modification of owners' allocation in the said Development Project .

**AND WHEREAS** subsequently in pursuance of mutual discussion and understanding by and between the land owners/First Party and the Developer/ Second Party, the owners' allocation have further been revised, re-arranged and changed in the proposed multi-storied Building in the manner as follows :-

**“ALL THAT** piece and parcel of (i) **One self contained residential Flat measuring 420 Sq.ft. Built Up area on the First Floor, Back side** (ii) **One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Second Floor, Back side** and (iii) **One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Third Floor, Back side** of the proposed multi-storied Building to be constructed as per sanction Building plan to be sanctioned by the Kolkata Municipal Corporation at “K.M.C. Premises No. 160, Kalipada Mukherjee Road, Kolkata-700008” (Postal Address being .109, Kalipada Mukherjee Road,

Kolkata-700008) **TOGETHER WITH** undivided impartible proportionate share of land of the said premises together with all user and easement rights and all other common rights, benefits, privileges, amenities, facilities etc. on the common parts and service areas of the proposed multi-storied building” towards revised, re-modified, re-arranged and/or changed **Owners’ Allocation**, free of cost in lieu of their land to be provided by the Developer to the Land owners after construction and completion of the new multi-storied building at the said premises .

**AND** to avoid any future litigations, disputes and differences, both the parties herein have agreed and entered into this Deed of Declaration on the following terms and conditions :-

### **TERMS AND CONDITIONS**

1. That in pursuance of thorough discussion and mutual understanding by and between the parties and in terms of this Supplementary Agreement, the Owners/First party shall now be entitled to get, free of cost in lieu of their land, from the Developer/Second party -

“**ALL THAT** piece and parcel of (i) **One self contained residential Flat measuring 420 Sq.ft. Built Up area on the First Floor, Back side** (ii) **One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Second Floor, Back side** and (iii) **One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Third Floor, Back side** of the proposed multi-storied Building to be constructed as per sanction Building plan to be sanctioned by the Kolkata Municipal Corporation at “K.M.C. Premises No. 160, Kalipada Mukherjee Road, Kolkata-700008” (Postal Address being .109, Kalipada Mukherjee Road, Kolkata-700008) **TOGETHER WITH** undivided impartible proportionate



share of land of the said premises together with all user and easement rights and all other common rights, benefits, privileges , amenities, facilities etc. on the common parts and service areas of the proposed multi-storied building” towards revised, re-modified, re-arranged and/or changed **Owners' Allocation**, free of cost in lieu of their land to be provided by the Developer to the Land owners after construction and completion of the new multi-storied building at the said premises” in place of owners' Allocation, mentioned in the **Supplementary Agreement** dated 15.09.2022 which was duly registered in the office of the D.S.R.-II Alipore, South 24-Parganas and recorded in Book No.1, Volume No. 1602-2022 , Page from 459513 to 459537 , Being No.2509 for the year 2022.

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2. That the Owners/First party hereby undertake, promise and declared that save as aforesaid, as revised, re-modified and re-arranged towards Owners' Allocation the land owners/first party will not claim any other or further constructed area of the proposed new Building from the Developer .The Owners /First party hereby further assure the Developer/Second Party that they will not claim for further re-modification, re-arrangement and /or change the Owners' Allocation as mentioned in the instant Supplementary Agreement.

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3. That the Developer/second party hereby assures and undertakes to provide Owners' allocation in the proposed new multi-storied building in the manner as revised, re-modified and re-arranged herein above mentioned through this Supplementary Agreement subject to compliance with the terms, conditions and stipulations as mentioned

in the said Original Registered Development Agreement dated 17<sup>th</sup> day of March, 2022, being Deed No.160203600 for the year 2022 as well as the previous **Supplementary Agreement** dated 15.09.2022, being Deed No.2509 for the year 2022.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year above written.

In presence of:  
**WITNESSES :-**

1.

*Handwritten signature*  
A.P.C. Kol-27

1) Bimal Kanti Dey  
3) *Handwritten signature*  
3) *Handwritten signature*

4) *Handwritten signature*

**SIGNATURE OF THE OWNER  
/FIRST PARTY**

2. *Handwritten signature*  
Alipore Police court  
Kol-27

**RR DEVELOPERS**  
*Handwritten signature*  
**PARTNERS**

**RR DEVELOPERS**  
*Handwritten signature*  
**PARTNERS**

**SIGNATURE OF THE DEVELOPER/  
SECOND PARTY**

Drafted by :

*Handwritten signature*  
Advocate W.B.236/1984  
Alipore police court, Kol-27



Thumb      1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name Subhas Kantli Day  
 Signature Subhas Kantli Day



Thumb      1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name .....  
 Signature Bimal Kantli Day



Thumb      1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name BIKASH KANTLI DAY  
 Signature Bikash Kantli Day



Thumb      1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name M  
 Signature Mita Day



Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name .....  
Signature *Koustav Dey*



Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name *RASHU SHAW*  
Signature *Rashu Shaw*



Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name *RASHU SHAW*  
Signature *Rashu Shaw*

Thumb 1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name .....  
Signature .....



Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192023240058183811

GRN Details

GRN:	192023240058183811	Payment Mode:	Online Payment
GRN Date:	17/05/2023 19:42:31	Bank/Gateway:	State Bank of India
BRN :	IK0CGDVFL2	BRN Date:	17/05/2023 19:43:52
GRIPS Payment ID:	170520232005818378	Payment Init. Date:	17/05/2023 19:42:31
Payment Status:	Successful	Payment Ref. No:	2001266819/1/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Raju shaw
Address:	249A Motilal Gupta road
Mobile:	9874255340
Contact No:	7003561247
Depositor Status:	Buyer/Claimants
Query No:	2001266819
Applicant's Name:	Mr Ujjwal Mondal
Identification No:	2001266819/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	17/05/2023
Period To (dd/mm/yyyy):	17/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001266819/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	4920
2	2001266819/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>4941</b>

IN WORDS: FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 231910 to 231933  
being No 160206867 for the year 2023.



*Suman*

Digitally signed by Suman Basu  
Date: 2023.05.23 11:28:50 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 2023/05/23 11:28:50 AM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)